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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

VICTORIA RYAN,) CASE NO. C06-04812 PVT
Plaintiff,)
vs.) CONFIDENTIALITY AGREEMENT AND
EDITIONS LIMITED WEST, INC., etc., et al.,) STIPULATED ~~[PROPOSED]~~ PROTECTIVE
Defendants.) ORDER AS MODIFIED BY THE COURT
AND RELATED COUNTERCLAIM.)
_____)
_____)

Plaintiff Victoria Ryan (“Ryan”), on the one hand, and defendants Editions Limited West, Inc. (“Editions Limited”) and ArtSelect, Inc. (“ArtSelect”), on the other hand, hereby enter, through their counsel of record, into this Confidentiality Agreement and Stipulated Protective Order. The parties hereby agree to the provisions set forth below protecting designated confidential information (“the Confidential Information”) in this case. The parties also stipulate to the entry of a Protective Order containing the below terms.

Therefore, pursuant to the agreement of the parties and for good cause shown, IT IS
HEREBY STIPULATED AND ORDERED AS FOLLOWS:

1 1. Scope. This Stipulated Protective Order shall govern the use and handling of all
2 documents, testimony, and other information, in whatever form produced or given by any defendant in this
3 action, which are designated "Confidential--Subject to Protective Order" in accordance with the terms
4 below.

5 2. Definition of Confidential Information/Use. Certain information has been disclosed in this
6 action pursuant to provisional confidentiality agreements entered on the record during certain depositions.
7 Documents produced or testimony given before this agreement was signed will be deemed to be
8 designated as confidential to the extent that they contain information in the categories set forth in
9 subparagraphs a.-e. below. With respect to documents produced and testimony given after this agreement
10 is signed, the following information shall be deemed designated as confidential:

11 a. information concerning Editions Limited's pricing information for sales of posters
12 and other art products to its customers, but not including information regarding the royalties paid to Ryan
13 or other information required to be disclosed under the publishing agreement between Ryan and Editions
14 Limited;

15 b. information concerning volume of sales by Editions Limited of artworks by artists
16 other than Ryan, and Editions Limited's pricing information relating to artworks by artists other than
17 Ryan;

18 c. information concerning the identity and contact information of customers of
19 ArtSelect, and information concerning the financial details of transactions with such customers of
20 ArtSelect;

21 d. information concerning ArtSelect's pricing of artworks which it sells, its costs of
22 goods, shipping, and other costs of sales for such artworks, and its pricing mark ups or discounts relating
23 to such artworks; and

24 e. information concerning other publishers or suppliers of artworks with which
25 ArtSelect does business, and the financial terms of such business relationships.

26 Publicly available information, documents and information produced in response to discovery and
27 not marked as Confidential Information, and information that has been provided by or obtained from
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1 sources other than the defendants, shall not be deemed Confidential Information subject to the terms of the
 2 Protective Order. Any party may designate Confidential Information by designating such information as
 3 "Confidential--Subject to Protective Order." Once so designated, any Confidential Information will be
 4 protected by the provisions of this Protective Order unless the designation is subsequently withdrawn by
 5 the designating party or the Court otherwise orders. A party will designate as Confidential Information
 6 only that information which the party believes in good faith is confidential and not intended to be
 7 disclosed to the general public. Any party may challenge a confidentiality designation by providing notice
 8 to all parties within ten days after being informed of the designation; the designation will be deemed
 9 withdrawn unless the designating party moves the Court for a determination on propriety of the
 10 designation within fourteen days of the challenge notice. Unless otherwise ordered by the Court, all
 11 Confidential Information will not be used for any commercial purpose by plaintiff or her attorneys, but
 12 will only be used for purposes of this litigation, i.e., will only be used for purposes of discovery and for
 13 introduction into evidence at trial or in connection with any hearing (subject to adequate measures to
 14 protect the confidentiality of the same, including filing Confidential Information documents under seal and
 15 segregating and sealing deposition exhibits which are designated as Confidential Information).

16 3. Written or Oral Request, Subpoena or Court Order. In the event any person in possession
 17 of another party's Confidential Information shall receive a written or oral request, subpoena or court order
 18 seeking disclosure of such material, he or she shall promptly notify counsel for the designating party,
 19 provide a copy of the request and refrain (unless prohibited by law) from disclosing the material until the
 20 designating party has had an opportunity to seek an appropriate protective order or other appropriate
 21 remedy.

22 4. Survival. The provisions of the Confidentiality Agreement shall not terminate at the
 23 conclusion of this litigation. Within 120 days after final conclusion of all aspects of this litigation
 24 (including resolution of any appeal), all documents and all copies of documents (other than exhibits of
 25 record) which constitute Confidential Information and which were produced in this litigation shall, at the
 26 option of the producing party, be returned to the party or person that produced such documents or be
 27 destroyed. The producing party shall make its election known in writing prior to the expiration of this
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period.

PVT

5. No Waiver. The inadvertent, unintentional or in camera disclosure of Confidential Information shall not, under any circumstances, be deemed a waiver, in whole or in part, of any party's claims of confidentiality. The failure of the producing party to designate a document produced as Confidential Information shall not constitute a waiver of a claim of confidentiality and shall not estop the producing party from subsequently identifying the document as Confidential Information.

6. Persons Covered. This confidentiality agreement and Stipulated Protective Order shall apply to the parties to this litigation, their employees, agents, attorneys, and consultants.

7. Disclosure. If there is any unauthorized disclosure of any documents and/or information contained within the documents subject to this Order to any person or entity that has not executed this Order and is not included in the definition of a “Covered Person” in this Order, said person, entity or party that has disclosed such documents and/or information shall be subject to sanctions and contempt for violation of this Order.

Dated: August 21, 2007

ISAACMAN, KAUFMAN & PAINTER, P.C.
A Professional Corporation

BvT

Robert W. Woods,
Attorneys for Defendants Editions Limited
West, Inc. and ArtSelect, Inc.

Dated: August 21, 2007

Richard A. De Liberty

IT IS SO ORDERED

Dated: August 23, 2007

Patricia V. Trumbull

PATRICIA V. TRUMBULL
UNITED STATES MAGISTRATE JUDGE